

**BEFORE THE
ILLINOIS COMMERCE COMMISSION**

NTS Services Corp.

v.

Gallatin River Communications L.L.C.
d/b/a CenturyLink

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Docket No. 12-0116

**Verified Answer
To Amended Verified Formal Complaint**

Gallatin River Communications L.L.C. d/b/a CenturyLink (hereinafter "CenturyLink") respectfully submits this Verified Answer to the Amended Verified Formal Complaint (the "Complaint") filed by NTS Services Corp. ("NTS") with the Illinois Commerce Commission ("ICC" or "Commission") on April 19, 2012.

Introduction

NTS's Complaint purports to state claims for violations of provisions of the Illinois Public Utilities Act ("PUA") and the interim interconnection agreement ("ICA") between the Parties. The problems NTS has claimed it has suffered have been largely, if not completely, self-inflicted due to NTS's own actions in providing telecommunications services, its own delays or failures and/or unreasonable expectations it has placed on CenturyLink. CenturyLink denies that it has acted incompetently or anti-competitively in providing wholesale services to NTS. CenturyLink denies that it has routinely provided incorrect loop length or quality information, that it has billed incorrectly, failed to adequately review NTS's disputes or failed to issue credits that are due to NTS. CenturyLink further denies that it has routinely delayed NTS's orders

without rationale or that it has failed to promptly or accurately repair loops purchased by NTS. CenturyLink has not engaged in conduct that threatens NTS's ability to provide local services to its customer or to compete with CenturyLink.

The Formal Complaint fails to state a claim upon which relief can be granted and NTS is not entitled to the relief that it seeks. The Complaint fails to comply with Illinois requirements and the terms of the interim interconnection agreement ("the template ICA") under which the parties have been operating since December 3, 2009 in response to NTS's written bona fide request for interconnection. None of the seven groups of allegations claimed by NTS to give rise to actionable offenses prevents or impedes NTS's ability to compete.

Without waiver of the right to seek dismissal of all or part of NTS's Complaint, CenturyLink responds, paragraph by paragraph, to the allegations of the Complaint.

Parties

1. NTS is an Illinois C corporation with its headquarters in Pekin, Illinois. NTS received its certificate of authority to provide telecommunications service in Illinois in 2001. NTS currently has a binding and valid ICA with CenturyLink.

ANSWER: CenturyLink is without knowledge or information sufficient to form a belief as to the truth of the allegations in the first and second sentences of paragraph 1.

By way of further answer, CenturyLink states the following. In August 2006, NTS and CenturyLink's predecessor, Gallatin River Communications L.L.C., entered into an interconnection agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the "2006 ICA"). Pursuant to its terms, the 2006 ICA irrevocably terminated effective November 28, 2009 and CenturyLink provided notice to NTS to that effect. On December 3, 2009, NTS sent a bona fide request (BFR) to CenturyLink for replacement ICA negotiations inclusive of a request to continue to order interconnection services from CenturyLink using the

terms of CenturyLink's template ICA, subject to true up after negotiations.¹ Per the parties' arrangement, and the Federal Communication Commission's ("FCC") Part 51 rules, the terms of the template ICA apply.² 47 C.F.R. §51.715(c). As to pricing, CenturyLink offered, and NTS accepted, to retain pricing from the parties' terminated 2006 ICA during the period in which the template ICA was in effect, subject to true up. Throughout 2010, CenturyLink attempted to coordinate a joint meeting to discuss NTS's redlines to the template ICA and CenturyLink's previously forwarded responses to those redlines, and to negotiate final terms with NTS. In mid-2010, CenturyLink again tried to coordinate a joint meeting, but counsel for NTS did not respond to CenturyLink's requests for dates for a joint meeting. The parties did reach agreement on the written terms of a replacement agreement in early 2011 but NTS disagreed with CenturyLink's 2-wire and DS-1 TELRIC-derived UNE loop prices. An arbitration of the rates for 2-wire and DS-1 unbundled loops is currently in progress in Docket No. 11-0567.

Accordingly, CenturyLink admits that the parties have been operating under binding *interim* terms from the template ICA and have continued pricing from the terminated 2006 ICA, subject to true-up. CenturyLink denies that NTS and CenturyLink have a final approved Interconnection Agreement per Sections 251 and 252 of the Act.

2. Respondent Gallatin River Telephone Company d/b/a CenturyLink is an Illinois Corporation with headquarters in Monroe, Louisiana. CenturyLink is an incumbent local exchange carrier, as that term is defined in the Federal Communications Act of 1934, as amended by the Federal Telecommunications Act of 1996 (the "Act").

¹ Pursuant to earlier negotiations for replacement terms for the 2006 ICA, on September 6, 2008, a copy of CenturyLink's template ICA was sent to NTS and its counsel. While CenturyLink on numerous occasions attempted to get NTS to provide redlines to the template ICA, not until December 3, 2009 – approximately 15 months after CenturyLink sent to NTS the template ICA – did NTS finally send its redline edits to the template ICA.

² Per the FCC's Part 51 Rules, an interim arrangement, such as the parties' template ICA, shall cease to be in effect when one of the following occurs with respect to rates for transport and termination of telecommunications traffic: (1) a voluntary successor agreement has been negotiated and approved by a state commission; (2) an agreement has been arbitrated and approved by the state commission; or (3) the period for requesting arbitration has passed with no such request. 47 C.F.R. §51.715(c).

ANSWER: Denied that the proper name for CenturyLink's Illinois ILEC is Gallatin River Telephone Company. The correct name is Gallatin River Communications L.L.C. d/b/a CenturyLink. The remaining allegations in paragraph 2 are admitted.

3. CenturyLink and NTS have been in negotiations on the varied disputes between the carriers since 2008. In November 2009, representatives from both parties met with staff from the Commission for an informal mediation of NTS' disputes. After a series of correspondence since then, it is plainly apparent that the parties are at an impasse.

ANSWER: CenturyLink admits that on November 19, 2009, NTS and CenturyLink met with ICC Staff to address what NTS claimed were disputes. CenturyLink admits that the Parties are at an impasse on certain issues.

4. Pursuant to Section 13-515(c) and (d)(2), NTS has notified CenturyLink of the violations alleged herein. For many of the allegations in this Complaint, CenturyLink has had notice for several months, or even years, and still failed to resolve the issues. On December 12, 2011, NTS contacted counsel for CenturyLink providing a draft of this Complaint and requested that CenturyLink provide a response to the issues raised and a plan whereby these long-standing issues would be resolved within 48 hours. Counsel for CenturyLink responded via letter on December 14, 2011. Again on January 18, 2012, counsel for NTS contacted counsel for CenturyLink with a revised version of the Complaint. Copies of the correspondence are attached hereto as part of Exhibit A. CenturyLink's behavior since the mediation and written responses reflect a clear intention to continue to ignore NTS' valid concerns thereby forcing NTS to seek Commission assistance via the formal complaint process.

ANSWER: CenturyLink denies the allegations in the first, second and third sentences of Paragraph 4. CenturyLink admits that its counsel received a letter dated December 12, 2011 from counsel for NTS, that counsel for CenturyLink responded with a letter dated December 14, 2011 to counsel for NTS, and that copies of the two letters are included in Exhibit A to the complaint. CenturyLink denies the remaining allegations in Paragraph 4.

5. Pursuant to Part 766.15(a) of the Commission's rules, NTS agrees to waive the statutory timeline requirements in Section 13-515(d) of the PUA.

ANSWER: CenturyLink recognizes NTS's waiver of the timeline requirements in Section 13-515(d) of the PUA. CenturyLink affirmatively states that it also agrees to waive the statutory timeline requirements in Section 13-515(d).

6. Pursuant to Part 766.1050 of the Commission's Rules, NTS agrees to electronic service to the email addresses listed in the signature section contained herein for any service necessary.

ANSWER: CenturyLink recognizes NTS's agreement to electronic service to the email addresses of the persons listed in the signature block of the Complaint. CenturyLink also agrees pursuant to 83 Ill. Adm. Code 77.1050 to electronic service to the email addresses of those persons listed in the signature section of this Answer.

Jurisdiction

7. NTS and CenturyLink are subject to the jurisdiction of the Commission with respect to the matters raised in this Complaint.

ANSWER: Admitted.

8. The Commission has jurisdiction over this proceeding under Sections 9-250, 10-101, 10-108, 13-514 and 13-515 of the Illinois Public Utilities Act and sections 2.8, 3.1, and 20 of the interconnection agreement.

ANSWER: Admitted that the Commission has jurisdiction under Sections 10-101, 10-108, 13-514 and 13-515 of the Illinois Public Utilities Act. CenturyLink denies that the Commission has jurisdiction under Section 9-250 of the Illinois Public Utilities Act or sections 2.8, 3.1 and 20 of Article III of the interconnection agreement.³

9. The Commission has jurisdiction under the Federal Telecommunications Act of 1996 under 47 U.S.C. § 251(d)(3) (conferring authority to state commissions to enforce any

³ NTS fails to identify the applicable Article of the interconnection agreement. Regardless, no other existing sections 2.8, 3.1, or 20 give jurisdiction to the Commission.

regulation, order or policy that is consistent with the requirements of Section 251) with respect to the matters raised in this Complaint.

ANSWER: Denied.

Legal Framework

10. Section 9-250 of the Illinois Public Utilities Act provides that “[t]he Commission shall have power ... to investigate a single rate or other charge, classification, rule, regulation, contract or practice, or any number thereof, or the entire schedule or schedules of rates or other charges, classifications, rules, regulations, contracts and practices, or any thereof of any public utility, and to establish new rates or other charges, classifications, rules, regulations, contracts or practices or schedule or schedules, in lieu thereof.” 220 ILCS 5/9-250.

ANSWER: CenturyLink admits the allegations of paragraph 10 to the extent NTS in paragraph 10 accurately quotes Section 9-250 of the PUA.

11. Section 13-514 of the Illinois Public Utilities Act (“PUA”) provides, in relevant part, as follows:

Sec. 13-514. Prohibited Actions of Telecommunications Carriers. A telecommunications carrier shall not knowingly impede the development of competition in any telecommunications service market. The following prohibited actions are considered per se impediments to the development of competition; however, the Commission is not limited in any manner to these enumerated impediments and may consider other actions which impede competition to be prohibited:

- (1) unreasonably refusing or delaying interconnections or collocation or providing inferior connections to another telecommunications carrier;
- (2) unreasonably impairing the speed, quality, or efficiency of services used by another telecommunications carrier;

- (6) unreasonably acting or failing to act in a manner that has a substantial adverse effect on the ability of another telecommunications carrier to provide service to its customers;

- (8) violating the terms of or unreasonably delaying implementation of an interconnection agreement entered into pursuant to Section 252 of the federal Telecommunications Act of 1996 in a manner that unreasonably delays,

increases the cost, or impedes the availability of telecommunications services to consumers;

- (10) unreasonably failing to offer network elements that the Commission or the Federal Communications Commission has determined must be offered on an unbundled basis to another telecommunications carrier in a manner consistent with the Commission's or Federal Communications Commission's orders or rules requiring such offerings;
- (11) violating the obligations of Section 13-801;
- (12) violating an order of the Commission regarding matters between telecommunications carriers. 220 ILCS 5/13-514.

ANSWER: CenturyLink admits the allegations of paragraph 11 to the extent NTS in paragraph 11 accurately quotes Section 13-514 of the PUA. Otherwise, denied.

12. Section 13-801(b) of the Illinois Public Utilities Act provides as follows:

13-801 (b) Interconnection.

- (1) An incumbent local exchange carrier shall provide for the facilities and equipment of any requesting telecommunications carrier's interconnection with the incumbent local exchange carrier's network on just, reasonable, and nondiscriminatory rates, terms, and conditions:
 - (A) for the transmission and routing of local exchange, and exchange access telecommunications services;
 - (B) at any technically feasible point within the incumbent local exchange carrier's network; however, the incumbent local exchange carrier may not require the requesting carrier to interconnect at more than one technically feasible point within a LATA; and
 - (C) that is at least equal in quality and functionality to that provided by the incumbent local exchange carrier to itself or to any subsidiary, affiliate, or any other party to which the incumbent local exchange carrier provides interconnection.
- 220 ILCS §5/13-801(b).

ANSWER: CenturyLink admits the allegations of paragraph 12 to the extent NTS in paragraph 12 accurately quotes Section 13-801(b) of the PUA. Otherwise, denied.

13. Section 13-515 of the Illinois Public Utilities Act reads as follows, in relevant part:

- (a) The following expedited procedures shall be used to enforce the provisions of Section 13-514 of this Act. However, the Commission, the complainant, and the Respondent may mutually agree to adjust the procedures established in this Section.
- (b) (Blank).
- (c) No complaint may be filed under this Section until the complainant has first notified the respondent of the alleged violation and offered the respondent 48 hours to correct the situation. Provision of notice and the opportunity to correct the situation creates a rebuttable presumption of knowledge under Section 13-514. After the filing of a complaint under this Section, the parties may agree to follow the mediation process under Section 10-101.1 of this Act. The time periods specified in subdivision (d)(7) of this Section shall be tolled during the time spent in mediation under Section 10-101.1.

ANSWER: CenturyLink admits the allegations of paragraph 13 to the extent NTS in paragraph 13 accurately quotes Section 13-515 of the PUA. Otherwise, denied.

Facts

14. NTS received its license to provide local and long distance interexchange services on March 7, 2001 in ICC Case No. 00-0687. On January 3, 2001, the Commission approved the first ICA between NTS and Gallatin River Communications LLC. The previously effective ICA between the parties was effective on October 25, 2006 in Case 06-0583. The parties attempted to negotiate a successor ICA but were unsuccessful and CenturyLink forced the expiration of the previously effective ICA.

ANSWER: CenturyLink admits the allegations in the first sentence of paragraph 14. CenturyLink denies the allegation in the second sentence insofar as the ICA between NTS and Gallatin River Communications L.L.C. was approved by the ICC on January 3, 2002, rather than January 3, 2001 as claimed. Concerning the third sentence of paragraph 14, CenturyLink admits

that the ICC approved an ICA in Docket 06-0583 between NTS and Gallatin River Communications L.L.C. and admits that that agreement was effective upon ICC approval on October 25, 2006.

CenturyLink admits that the parties were not successful in negotiating a final successor interconnection agreement and that the 2006 ICA terminated according to its terms. CenturyLink denies the remaining allegations in paragraph 14.

15. In order to continue providing services, CenturyLink required NTS to accept the terms available in their template ICA (typically used for negotiation purposes) while maintaining existing rates, subject to true-up upon conclusion of an ICA. The parties were unable to come to agreement on the rates in the proposed template ICA. CenturyLink filed for arbitration of the ICA on August 3, 2011 in Case No. 11-0567. See Exhibit H.

ANSWER: CenturyLink admits that it proposed and NTS agreed to use the terms and conditions of CenturyLink's template ICA and the rates from the 2006 ICA, subject to true-up. CenturyLink admits that the parties were not able to come to agreement on the rates for 2-wire and DS-1 loops set forth in CenturyLink's template ICA. CenturyLink denies the remaining allegations in the first two sentences of paragraph 15. CenturyLink admits the allegations in the third sentence of paragraph 15.

16. CenturyTel purchased the assets of Gallatin River's parent corporation, Madison River Communications Corp. in 2007. On July 1, 2009, CenturyTel completed its acquisition of the assets of Embarq Communications, Inc. and branded the combined company "CenturyLink."

ANSWER: Denied. CenturyTel, Inc. purchased the assets of Gallatin River's parent corporation, Madison River Communications Corporation, in 2007. The matter was approved by ICC order dated March 21, 2007 in Docket No. 07-0043. On November 11, 2008, CenturyTel, Inc. filed a Joint Petition with the ICC to acquire the assets of Embarq Corporation. The matter was assigned the Docket No. 08-0645. By Final Order dated March 25, 2009, the ICC approved

the Joint Petition. The transfer of control was completed upon close of the transaction with day 1 operations effective July 1, 2009. By way of further answer, CenturyTel, Inc. changed its name to CenturyLink, Inc. upon shareholder approval on May 10, 2010.

A. Answer to Alleged Failure to Provide Accurate Loop Information

17. CenturyLink fails to provide accurate information as to end users' loop lengths and the presence of additional equipment on the loop such as load coils and bridge taps.

ANSWER: Denied.

18. This has increased the costs for NTS to provide services, particularly in more rural markets. This has forced NTS to file a request at the Commission to abandon its Internet and telephone services in the Manito exchange.

ANSWER: Denied.

19. From 2008 – 2010, CenturyLink used the Internet site MapQuest to provide loop length information rather than more accurate industry standard methods based on CenturyLink's actual network data.

ANSWER: Denied. MapQuest is used by interconnecting carriers and incumbent carriers and thus is an accepted industry standard tool for use in the wholesale/interconnection arena. Nonetheless, and by way of further answer, CenturyLink does not currently process NTS's orders via MapQuest. Moreover, MapQuest was only used for NTS orders for approximately six (6) months prior to November 2009, during which time NTS orders were processed in timely manner by CenturyLink.

20. Without the correct loop information, NTS could not obtain accurate pre-qualification information from these "driving directions" to provide the proper equipment to potential end users thereby reducing its ability to compete. Moreover, the inaccurate information provided by CenturyLink harmed NTS' reputation because end users were left with the incorrect impression that the poor data originated from and was NTS' responsibility.

ANSWER: Denied that NTS cannot obtain loop qualifying information on its own based upon MapQuest or other information available to NTS. Other CLECs have utilized MapQuest without incident. CenturyLink further denies that it has any obligation under applicable law or interim ICA terms to undertake loop qualification efforts for NTS. Moreover, at the November 19, 2009 ICC meeting, CenturyLink confirmed its earlier agreement with NTS to use a different loop qualification process for NTS during the time period the parties' interim arrangement remains in effect.

CenturyLink denies the allegations in the second sentence of paragraph 20. Further, as just stated, CLECs can and do obtain loop qualifying information on their own and NTS admits in paragraph 14 that it operates as a CLEC. Accordingly, the existence and cause of the alleged inaccurate information, the alleged past "harms" to NTS's alleged reputation, and claims of past "incorrect impression" by end users are denied.

21. CenturyLink has failed to refund the pre-qualification fees it charged for this "non-service" despite NTS' repeated billing disputes and inquiries. See Exhibit B.

ANSWER: Denied. NTS is not entitled to a "refund" of loop prequalification fees, which are assessed to interconnecting carriers for provided information. No blanket "refund" of all past prequalification fees irrespective of cause was ever agreed to by CenturyLink. Notwithstanding and by way of further answer, at the November 19, 2009 ICC meeting, CenturyLink agreed to credit some prequalification fees in limited situations. Specifically, if NTS had submitted an order and if that order caused the customer's service to be delayed due to *inaccurate service limit information* on the part of CenturyLink, then CenturyLink would provide a credit associated with any prequalification fees paid by NTS. A critical component of this commitment was the requirement that NTS provide notice of the specific orders (i.e.,

customers) it claimed were affected by delay to permit CenturyLink to investigate and validate NTS's claims. A list of past orders alleged by NTS to have been affected was investigated by CenturyLink in early 2010 and the past orders alleged to have been affected were found to be within accurate service limits and thus not subject to crediting. There are no current disputes regarding pre-qualification charges.

B. Answer to Alleged Inaccurate Loop Labeling at MPOE Allegations

22. CenturyLink either inaccurately or completely fails to tag copper loops terminating into the minimum point of entry ("MPOE") in multi-resident dwellings and offices. See Exhibit C for recent examples.

ANSWER: Denied. CenturyLink is not aware of any statute, regulation, or rule requiring CenturyLink to "tag" lines (or loops) terminating in a multi-unit premise. Furthermore, the template ICA that NTS is operating under does not require CenturyLink to "tag" lines or (loops). The standard practice in the industry is to not tag. It is also not clear based upon NTS's allegation when the alleged inaccurate loop labeling activity occurred. This very claim was addressed at the November 19, 2009 ICC meeting. In the over two years since the ICC meeting, NTS has not raised this issue with CenturyLink other than in the context of finalizing negotiated terms for CenturyLink to provide this service to NTS as a chargeable activity. At the November 19, 2009 ICC meeting, the issue was resolved when CenturyLink agreed to tag loops terminating to MPOEs serviced by NTS for a specified period of time (90 days) and without any contractual or regulatory obligation to do so.⁴ CenturyLink undertook this voluntary effort to inform NTS personnel how to tag and label loops using the CenturyLink practices,⁵ thereby allowing NTS to take responsibility for its actions and facilities without foisting unnecessary work on other

⁴ In fact, CenturyLink provided this service as a good faith training program for NTS for much longer than the 90 days that was offered at the November 19, 2009 meeting.

⁵ In brief, tagging a loop is accomplished by putting a tone on a line within the premises and then verifying which pair of wires has the tone at the NID. The NID wiring is then labeled appropriately.

carriers. Finally, to the extent NTS raises this claim in an effort to seek an ICC order requiring CenturyLink to provide a gratis service that is not obligated by law, CenturyLink notes that NTS has agreed to terms and charges for this service in replacement ICA negotiations.

23. This prevents NTS' technicians, as well as CenturyLink's, from being able to identify which company is providing service on the loop. Without accurate loop identification information, repairs and installations are delayed. One example of this can be seen in Exhibit D.

ANSWER: Denied. CenturyLink is without knowledge or information sufficient to form a belief as to the truth of the allegations in the first and second sentences of paragraph 23 and, therefore, denies these allegations. By way of further answer, NTS's technicians should be able to identify CenturyLink's loops, particularly given that CenturyLink has been working with NTS and its technicians since 2008 on these matters.

CenturyLink denies that its actions or inaction caused delays in repair or installation of loops. NTS's claims of delay with repair and installation were fully addressed and resolved at the November 19, 2009 ICC meeting.

As to Exhibit D, CenturyLink is without knowledge or information sufficient to form a belief as to the truth of what this exhibit purports to demonstrate and, therefore, denies the allegations, if any, that are based on Exhibit D.

24. CenturyLink has taken existing, active NTS' loops and used them to provision services to CenturyLink's customers, thereby eliminating service to NTS' customers.

ANSWER: Denied. CenturyLink has not intentionally "taken" active NTS's loops and has not used, as NTS alleges, NTS's loops to provision services to CenturyLink's retail customers. By way of further answer, CenturyLink is aware of one peculiar human error instance involving an active NTS loop and that singular instance was promptly rectified by CenturyLink.

25. These delays frustrate customers and reflect poorly on NTS' reputation and harm NTS ability to compete.

ANSWER: Denied.

C. Answer to Inaccurate Billing Allegations

26. NTS issues disputes every month to CenturyLink. Since February 2008, NTS has filed more than three hundred twenty-five (325) billing disputes. See Exhibit E

ANSWER: Denied. NTS has not filed the number of billing disputes as claimed. By way of further answer, since February 2008, NTS has been billed by CenturyLink on a total of thirteen (13) Billing and Account Numbers ("BANs"). BANs are based upon the product ordered by a CLEC. Of the 13 NTS BANs, from February 2008 to March 5, 2012, there were a total of 175 billing disputes filed by NTS.⁶ The filing of any single dispute by NTS does not automatically impart any validity to that dispute. Based upon information and belief, NTS's claims are inflated as some disputes that appear to be recurring are improper NTS requests for prorated charges or alleged incorrect service order charges where a separate service order rate exists for pre-qualification orders and when pre-qualification is combined with other services on an order.

27. NTS follows all of CenturyLink's dispute resolution guidelines. NTS currently has four outstanding disputes that are being "re-disputed" and nine open initial disputes. CenturyLink has not resolved a dispute since September 25, 2011.

ANSWER: Denied. The average initial response time to resolve the disputes in paragraph 26 was 35 days. As of February 28, 2012 all existing disputes had been resolved, and there were no open disputes. On April 12, 2012, five business days before its amended

⁶ Multiple items may be included on a single dispute; some requiring separate investigation, some resolvable as a group. By way of further answer, 16 of the disputes submitted (53 items) were not actual disputes but rather requests to move a circuit to another BAN where NTS had failed to specify a BAN on the LSR.

complaint filing, NTS submitted four new disputes with a total of nine open items. By way of further answer, NTS has not escalated any disputes pursuant to the dispute resolution provisions of the CenturyLink template ICA.

28. Numerous circuit IDs are still being billed to all billing account numbers ("BANs") after receiving a firm order commitment ("FOC") with due date of cancellation from CenturyLink.

ANSWER: Denied. CenturyLink denies that "numerous" circuits are "still" being billed to BANs after receiving FOCs of cancellation. There are no outstanding NTS disputes for this issue. By way of further answer, when CenturyLink first converted NTS's products to CenturyLink's BANs starting in February 2008, a lack of coordination between the old product identification numbers known by NTS and the new system using BANs occurred. CenturyLink promptly and fully addressed this claimed billing issue when correctly disputed and brought to CenturyLink's attention.

29. On some more recently installed loops, CenturyLink has overcharged on the service order charges allowed per the ICA classifying them as non-mechanized orders rather than mechanized.

ANSWER: Admitted only to the extent that in late 2009 NTS disputed the difference between the then-current CenturyLink service order rate which had been billed after a new billing system cutover and that contained in the 2006 ICA (which is subject to true up). Credit was given to NTS for these disputes and the interim rate billed was adjusted to the service order rate listed in the terminated 2006 ICA. Once the pending interconnection arbitration is complete and the new interconnection agreement is in place, the true-up agreed to by the parties will be implemented. Despite NTS's 2009 claim for the interim use of the terminated 2006 ICA service order rate, the agreed upon new mechanized service order rate is less than what NTS has been

paying. By way of further answer, see CenturyLink's answer to paragraph 27. NTS's requested credit on these four new orders will be applied for the same reason stated above. Otherwise, denied.

30. On BAN #304072809, a channel termination for 911 was cancelled in February, 2009 by NTS, but CenturyLink continued to bill the four 911 Link Trunks associated with this trunk at \$297.88 per month. NTS submitted disputes every month, but the credits were not issued until September 25, 2009.

ANSWER: CenturyLink admits that credits associated with 911 trunks were given to NTS with a bill appearance date of September 25, 2009. Otherwise, denied. By way of further answer, NTS brought the billing discrepancies on the referenced circuits to CenturyLink's attention beginning in June 2009 as follows:

- 5/25/2009 Invoice dispute received June 5, 2009
- 4/25/2009 Invoice dispute received June 5, 2009
- 3/25/2009 Invoice dispute received June 5, 2009
- 2/25/2009 Invoice dispute received June 5, 2009
- 6/25/2009 Invoice dispute received July 2, 2009
- 7/25/2009 Invoice dispute received August 5, 2009

In response to the June and July NTS disputes, CenturyLink removed the circuits from billing effective July 25, 2009. CenturyLink then issued credit adjustments for NTS's January 2009 invoice through billing as of July 24, 2009. The total credit given for this dispute was \$2,318.83 which appeared on NTS's September 2009 invoice.

31. For BAN #304072809, CenturyLink has charged for two interconnection trunks at \$170.00 each as between February 2008 to May 2009. Per the ICA, there should be no charge associated. NTS submitted disputes on these charges but CenturyLink has not yet fully credited the amounts due.

ANSWER: Denied. Neither CenturyLink's historical dispute database nor its current dispute portal contain any NTS disputes for interconnection trunks.

32. CenturyLink continues to bill charges on inactive BANs associated with directory assistance rather than on the proper BANs.

ANSWER: Denied. The establishment and use of a BAN is inherent to CenturyLink's billing system; there is no "proper" BAN under applicable law or agreement terms. CenturyLink has billed NTS on thirteen (13) different BANs. Based upon information and belief, the many BANs were established because NTS wanted to track its by-product charges at CenturyLink's expense and without NTS having to separate the monthly charges from individual bills. CenturyLink's automated provisioning system assigns an order to any active BAN. The assignment of any specific order to a specific BAN can only be accomplished through manual intervention, and NTS chooses not to pay the higher service order charge associated with manual order provisioning. Where NTS subsequently asks CenturyLink to move a charge from one BAN to another, CenturyLink has done so.

33. The total amount of current, open billing disputes according to NTS's records totals \$889.55. Additional examples of mis-billing may be identified during the course of this proceeding.

ANSWER: CenturyLink is without knowledge or information sufficient to form a belief as to how NTS has characterized "current" in its allegation, and therefore denies these allegations. By way of further answer, CenturyLink has and will deny NTS "mis-billing" claims if NTS fails to provide details to substantiate its claims. CenturyLink endeavors to close billing disputes within 30-days of the submittal of a dispute and thus the "current" number of open disputes can vary along with the disputed amount. Moreover, CenturyLink has issued credits in excess of the amount disputed by NTS. CenturyLink denies that NTS's claims constitute

“examples” of “mis-billing” by CenturyLink. CenturyLink reserves the right to respond and assert defenses in response to any such claimed additional “examples” raised by NTS.

34. CenturyLink eliminated its dispute resolution portal on February 1, 2012 and now requires NTS to send disputes to an email address. This will prevent NTS from being able to track its disputes and determine whether they are active in CenturyLink’s billing system.

ANSWER: Admitted that CenturyLink changed its dispute initiation process on February 1, 2012 in accordance with practices permitted under applicable law and CLEC agreement terms. The remaining allegations in paragraph 32 are denied. By way of further answer, CenturyLink is not aware of any statute, regulation, or rule that requires an ILEC to provide a dispute tracking system for a CLEC in preference to the CLEC establishing its own internal tracking system.

D. Answer to Alleged Name and Street Address Discrepancy Allegations

35. From 2008 to 2010, for new customers that NTS is porting [sic] away from CenturyLink’s services, NTS attempted to pre-qualify each order with CenturyLink seeking to ensure that the customer records match. As a result, the same name and address that NTS submitted on the local service request (“LSR”) needed to be the same name and address that CenturyLink pre-qualified and a field on the LSR was then populated with the CenturyLink pre-qualified confirmation number.

ANSWER: Denied. CenturyLink denies that NTS properly prequalified each order with CenturyLink “to ensure that the customer records match.” CenturyLink denies that NTS correctly submitted LSRs and that NTS submitted LSRs with the same name and address and other information that CenturyLink prequalified. NTS – as the entity seeking to “win” the customer – should have reviewed the customer’s service details prior to submitting the orders to CenturyLink. NTS has not pointed to any violation of the parties’ ICA or explained how CenturyLink’s requirements, which were designed to ensure accurate and valid orders for a change of service, violate any applicable law.

36. Although the customer records match [sic] and a confirmation number was issued, CenturyLink's ordering system rejected many LSRs based on the name or address on the LSR allegedly being invalid. CenturyLink would then refuse to issue a firm order commitment date for installation until the name and address exactly matched what appeared in CenturyLink's ordering database, even if that information was wrong.

ANSWER: Denied. The averments of CenturyLink's answer at paragraph 35 are incorporated herein. By way of further answer, consistent with industry practice and sound policy, CenturyLink requested clarification of an order from NTS before issuing a firm order commitment ("FOC") when NTS submitted an order with incorrect customer name and address information.

37. This created delays in installation, frustrating new customers, and even resulted in potential customers canceling their pending orders. This harmed NTS ability to provide a viable competitive alternative to CenturyLink in Pekin and surrounding areas. (Footnote 3 - After the CenturyLink merger with Embarq, a new ordering system was implemented for Pekin. This system validates the name and address before an LSR may be submitted.)

ANSWER: CenturyLink denies the allegations in the first two sentences of paragraph 37. CenturyLink admits the allegations in footnote 3 of paragraph 37 of the complaint. The averments in CenturyLink's answer at paragraphs 35 and 36 are incorporated herein. If delays, frustration, and cancelations resulted as claimed by NTS, then these are consequences of NTS own actions or its failing to submit orders with correct customer identifying information.

E. Answer to Allegation of Installation and Repair Delays

38. In addition to the reasons for delays in installation and repair described above, there are numerous other examples whereby CenturyLink has failed to provide a reasonable level of service.

ANSWER: CenturyLink denies it has "failed to provide a reasonable level of service" to NTS. CenturyLink denies that there are "numerous other examples" of alleged delay with installations and repair orders.

39. CenturyLink frequently misses the eight (8) day installation window for NTS' customers. Of the previous twenty-one (21) firm order commitment dates for NTS installations, CenturyLink has missed seven (7). See Exhibit F for recent Section 730 and 732 Service Quality Reports.

ANSWER: Denied. NTS's failure to submit a complete order is a common cause of order provisioning delays. CenturyLink does not "miss" a firm order commitment date when a CLEC's failure to submit a complete and correct order in a timely fashion results in a provisioning delay. CenturyLink denies that NTS's service quality reports to the ICC support the allegations set forth in paragraph 38 and 39.

40. CenturyLink's failure to provide service on a timely basis to NTS thereby negatively impacts the reports NTS files with the Commission, as well as harms NTS' reputation in the community,

ANSWER: Denied.

41. When NTS is alerted to a service issue, NTS must issue a trouble ticket to CenturyLink. CenturyLink does not notify NTS when the repair has been completed. Instead, NTS must continually call to check on the status.

ANSWER: CenturyLink denies the allegations in the first sentence of paragraph 41. When NTS is alerted to a service issue, the first step should be for NTS (as the serving local carrier) to determine where the trouble is within the network and then to address it appropriately. NTS's failure to correctly determine where the problem lies can cause NTS to request an unnecessary dispatch from CenturyLink, with CenturyLink often determining "No Trouble Found." By way of further answer, CenturyLink admits that NTS must call CenturyLink in regards to an actual CenturyLink service trouble issue. CenturyLink provides NTS with a commitment time for the repair and a ticket number to use for any follow up needs. The trouble is then addressed in accordance with the same procedures used for any customer report. If there

is a field issue, CenturyLink's repair technicians will resolve the issue appropriately with the premises owner in the committed time. No NTS follow up is necessary unless CenturyLink reports to the premises owner that the trouble is not in the CenturyLink network. If there is a network issue, CenturyLink coordinates testing with NTS personnel or reports that the problem is within the CLEC network as appropriate.

42. CenturyLink fails to provide adequate notice that a pending order will not be completed in time to meet the due date scheduled by CenturyLink. Often, an order is placed into jeopardy status on the due date or even after the due date has passed. See Exhibit F for an example of a recent incident.

ANSWER: Denied.

43. For a recent example, NTS ordered a loop for DSL service on PON 37428 and received a FOC, order # 1052252597, with a due date of December 14, 2011. On December 19, 2011, NTS received a jeopardy notice on this PON stating that this customer already had phone and Internet service with CenturyLink and that NTS needed to call customer and tell her to call CenturyLink and cancel the service. I [sic] did call the customer and she was waiting to cancel CenturyLink services until NTS completed installation to avoid downtime. The customer was due for another install on December 20, 2011 and according to CenturyLink provisioning, the work scheduled for December 14, 2011 was still not completed.

ANSWER: Denied. In the cited example, when NTS ordered the UNE loop, NTS failed to provide direction on what action should be taken with existing customer service at the location. This NTS failure caused initial delay. NTS then caused further delay by failing to respond when CenturyLink brought the issue to NTS's attention. By way of further answer, NTS has the obligation to coordinate any special provisioning requests from its customer with CenturyLink, not the reverse. Under 47 C.F.R. §64.1120(a)(2), CenturyLink provisioning personnel are not permitted to contact the customer of a CLEC- submitted order for verification purposes.

44. On January 3, 2012, CenturyLink informed NTS that a CenturyLink analyst simply failed to see the request due to excessive workload.

ANSWER: CenturyLink is without knowledge or information sufficient to form a belief as to the truth of the allegation in paragraph 44 and, therefore, denies this allegation

45. CenturyLink has revised its account management functions with the net impact that it is even more difficult to resolve issues. Phone calls and emails to the new account manager are not returned in a timely fashion, if at all.

ANSWER: Denied except to the extent that CenturyLink admits it did assign a new account manager to NTS in 2011.

46. After the merger between Embarq and CenturyLink, CenturyLink instituted new circuit identification numbers. NTS has attempted to work with CenturyLink to migrate NTS' circuit identification numbers to new ones to prevent a delay when canceling or calling in a trouble ticket. This has not been successful. CTL has never offered to replace the old circuits with the new ones.

ANSWER: Admitted only to the extent that provisioning process changes were made with the implementation of a new billing system and NTS was properly notified in advance so that it could accommodate any changes. CenturyLink is without knowledge or information sufficient to form a belief as to the truth of the allegations in the second, third and fourth sentences of paragraph 46 and, therefore, denies these allegations. By way of further answer, NTS is responsible for migrating NTS's circuit identification numbers to new ones and is responsible for any failure to migrate the circuit identification numbers.

47. The impact of the circuit identification number migration creates an issue because the trouble ticket system does not recognize the old numbers. This causes a delay of an hour to up to several days before the ticket enters the trouble ticket system.

ANSWER: CenturyLink is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 47 and, therefore, denies these allegations. If

delays have resulted as claimed by NTS, then CenturyLink believes these are consequences of NTS's own actions or failure to act in a manner consistent with interim interconnection agreement terms and industry practice.

48. In October 2011, NTS technicians were unable to enter the Pekin central office. After several calls, NTS discovered that CTL had changed its access system without notifying NTS. Full access to NTS' collocation sites still has not been restored.

ANSWER: CenturyLink admits that it did implement a nationwide building security process upgrade. During the Illinois transition, the local CenturyLink manager received one call regarding a collocation access issue which was resolved within approximately ten (10) minutes. At that time, NTS personnel expressed complete satisfaction with CenturyLink's responsive assistance. CenturyLink has no record of NTS raising any other collocation access issue. CenturyLink has confirmed that those personnel properly specified by NTS in accordance with its collocation terms have had access since the single instance noted above. The remaining allegations in paragraph 48 are denied.

49. These installation and repair issues cause harm to NTS' reputation as the customers are left with the impression that NTS is not adequately communicating with them.

ANSWER: CenturyLink is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 49 and, therefore, denies these allegations.

F. Answer to Allegation of Equipment Testing

50. Beginning in July 2010, CenturyLink began turning off the main power in its downtown Pekin central office every Wednesday for an hour or more between 10am and 2pm, rather than during CenturyLink's standard maintenance window.

ANSWER: Admitted to the extent that CenturyLink regularly schedules testing of its back-up generators at CenturyLink's central offices every Wednesday between the hours of 10

a.m. and 2 p.m. Testing is done for a short duration of time, approximately 20 minutes. Testing of back-up power sources at the Pekin central office under load is required to ensure the proper functioning and the reliable operation of CenturyLink's network. See 83 Ill. Adm. Code 730.325. For several years, CenturyLink has undertaken such testing of its back-up power for the Pekin central office. CenturyLink denies that there is an alternative "standard maintenance window" for the proper testing of the power needs associated with CenturyLink's facilities.

51. The reason for the shutdown allegedly was to test the back-up generators at the central office, although it only affects the power used by collocated carriers in that central office, not CenturyLink.

ANSWER: At one time, the regularly scheduled testing of back-up power to CenturyLink's central office in Pekin affected NTS because NTS initially refused to augment its facilities – as other local exchange carriers have done in accordance with standard industry practice – with a reliable and properly sized uninterruptible power supply ("UPS"). As stated in its collocation agreement terms, NTS is responsible for ensuring that its service to its customers is covered by a proper UPS (*e.g.*, free standing battery equipment).⁷ Since the initial issue, NTS augmented its UPS and CenturyLink further assisted NTS with ensuring uninterrupted service to NTS's customers.

52. The net effect, however, is that all services were terminated for NTS' customers, including the ability to place 911 calls.

ANSWER: Denied. CenturyLink's answer at paragraphs 50 and 51 are incorporated herein. When testing occurred prior to NTS addressing its UPS deficiencies, any impact to NTS's customers was the result of NTS's failure to augment its facilities in accordance with standard industry practice to sustain power during the switch over from commercial to generator

⁷ Collocation Agreement, Exhibit 2 to Collocation Schedule A; Special Terms and Conditions: Facilities collocation customers must: ... • Provide their own rack-mounted AC power back-up (where desired).

power. CenturyLink was not responsible for installing a UPS for NTS. By way of further answer, only those calls actually in progress during the brief transfer from commercial to generator power were affected. No call placed while the generator was operating was affected.

53. NTS brought this to CenturyLink's attention and was directed to order a power augment in its collocation thereby raising NTS' costs to provide service.

ANSWER: Admitted in so far as CenturyLink advised NTS that CenturyLink is not responsible to install a UPS for NTS to provision reliable, uninterrupted service. CenturyLink denies that it merely directed NTS to augment NTS's collocation facilities with a power augment. By way of further answer, CenturyLink undertook additional non-required measures to educate and assist NTS in regards to CenturyLink's back-up testing program. NTS's internal costs of providing service to its customers in accordance with standard industry practices are not attributable to CenturyLink.

G. Answer to Allegations of Unfair Marketing

54. CenturyLink has engaged in marketing to customers that have chosen to switch from CenturyLink to NTS based on the port-out requests NTS sends to CenturyLink.

ANSWER: Denied. CenturyLink denies that it has engaged in unlawful marketing to former CenturyLink customers who have chosen to switch to NTS. By way of further answer, CenturyLink did not and does not unlawfully use "port-out requests," LNP orders, or any other confidential customer information in CenturyLink's marketing efforts. By way of further answer, the 2008 marketing effort alleged at Exhibit G ostensibly provided by NTS as part of its incorrect allegations was not a prohibited activity at that point in time. *Bright House Networks, LLC v. Verizon Cal., Inc.* 23 FCC Red 10704, 10723 (2008); *Verizon Cal., Inc. v. FCC*, 555 F.3d 270, 2009 U.S. App. LEXIS 2404 (2009). Notwithstanding, CenturyLink ceased such marketing efforts in June 2008.

55. This practice was specifically declared to be illegal by the FCC and also violates the pro-competitive policies of this Commission. *See*, Exhibit G for correspondence and records for one such event.

ANSWER: CenturyLink is without knowledge or information sufficient to form a belief as to the truth of what NTS is referencing when it says “[t]his practice” was declared to be illegal by the FCC or the alleged violations of unspecified “precompetitive policies” of the ICC and, therefore, denies the allegations in paragraph 55.

H. Answer to Allegations of Slamming Customers to CenturyLink’s Network

56. CenturyLink installed a digital loop carrier system at the Crescent Street neighborhood that will impact eighteen NTS customers. The net effect of this network change is that NTS is no longer legally entitled to order UNEs to serve those customers.

ANSWER: CenturyLink admits that it installed a digital loop carrier system at the Crescent Street neighborhood to remedy failing copper feeder cable at that location. CenturyLink denies the remaining allegations in paragraph 56. CenturyLink affirmatively states that NTS is legally entitled to order a 64 kbps UNE loop on CenturyLink’s network and CenturyLink will provision such UNE in accordance with applicable law and the template ICA interim arrangement. 47 C.F.R. §§51.307 and 51.319 (a).

57. NTS has attempted to use different technologies to reach these customers and continues to test its options. NTS has issued a bona fide request to CenturyLink to determine the cost for building its own network there. CenturyLink has not responded other than to state that any work could not be completed until well after the cut-over for the digital loop carrier system would be finished.

ANSWER: CenturyLink is without knowledge or information sufficient to form a belief as to the truth of the first sentence of paragraph 57 and, therefore, denies this allegation. CenturyLink denies the allegations in the second sentence of paragraph 57. NTS has not submitted a bona fide request for CenturyLink to build facilities in response to the referenced

copper retirement and fiber replacement. CenturyLink denies the allegations of the third sentence of paragraph 57. By way of further answer, CenturyLink's cutover was made in full compliance of applicable law under 47 CFR §51.325-335. In fact, CenturyLink gave NTS more notice than required and more time to resolve any impacts than required under the referenced law. NTS was first notified of this pending network change by letter on December 14, 2010. Notice in compliance with FCC network change regulations was made on April 14, 2011. In the objection it filed with the FCC, NTS stated that it would implement a resolution by December 2011 and asked CenturyLink to delay the cutover from July 11, 2011 until that time. Notwithstanding, NTS did not send its email that signaled an *intent* to submit a bona fide request until December 11, 2011. In that email, NTS requested information on the process and form to use. The CenturyLink account manager provided NTS with the requested information. NTS did not follow through with a submitted bona fide request. CenturyLink is not responsible for NTS's failure to submit a bona fide request in a timely manner. If no resolution could be effected prior to the cutover date, then this is the consequence of NTS's own actions or it's failing to act in a manner consistent with its obligations under the referenced law.

58. NTS received trouble reports from two customers in this neighborhood and sent a technician to investigate. The technician discovered that these NTS customers, along with two other customers, had already been transitioned to CenturyLink's physical network.

ANSWER: CenturyLink is without knowledge or information sufficient to form a belief as to the truth of the allegation in the first sentence of paragraph 58 and, therefore, denies this allegation. By way of further answer, in regards to the second sentence of paragraph 58, NTS provides its services to end user customers through the use of UNE loops purchased from CenturyLink. NTS's customers therefore always were and are on CenturyLink's physical network.

59. As such, CenturyLink provided voice and broadband services to these customers prior to the network migration and has engaged in slamming.

ANSWER: Denied. CenturyLink's answer to paragraph 58, *supra*, is incorporated herein. The use of CenturyLink's physical network to provision UNE loops ordered by NTS does not constitute any provision of CenturyLink voice or broadband service to NTS's customers.

COUNT ONE - ANSWER

60. NTS repeats the allegations contained in Paragraphs 14 through 59 above, as though fully stated herein.

ANSWER: CenturyLink repeats its Answer to paragraphs 14 through 59 as though fully set forth here.

61. Through the allegations contained in Paragraphs 14-59 above, CenturyLink has knowingly impeded the development of competition in the local exchange market, in violation of Section 13-514 of the PUA, 220 ILCS 5/13-514.

ANSWER: Denied.

62. As a direct result of the foregoing violations of Section 13-514 of the PUA, NTS has suffered, and will continue to suffer direct, proximate and consequential damages.

ANSWER: Denied.

COUNT TWO –SECTION 13-514 OF THE ILLINOIS PUBLIC UTILITIES ACT

63. NTS repeats the allegations contained in Paragraphs 14 through 59 above, as though fully stated herein.

ANSWER: CenturyLink repeats its Answer to Paragraphs 14 through 59 as though fully set forth here.

64. Through the allegations contained in Paragraphs 14-59 above, CenturyLink has knowingly impeded the development of competition in the market for the provision of voice and data transport services, in violation of Section 13-514 of the PUA, 220 ILCS 5/13-514.

ANSWER: Denied.

65. As a direct result of the foregoing violations of Section 13-514 of the PUA, NTS has suffered, and will continue to suffer direct, proximate and consequential damages.

ANSWER: Denied.

**COUNT THREE –SECTION 13-514 OF
THE ILLINOIS PUBLIC UTILITIES ACT**

66. NTS repeats the allegations contained in Paragraphs 14 through 59 above, as though fully stated herein.

ANSWER: CenturyLink repeats its Answer to Paragraphs 14 through 59 as though fully set forth here.

67. Through the allegations contained in Paragraphs 14-59 above, CenturyLink has committed prohibited actions which impede competition in violation of Section 13-514 of the PUA, 220 ILCS 5/13-514.

ANSWER: Denied.

68. As a direct result of the foregoing violations of Section 13-514 of the PUA, NTS has suffered, and will continue to suffer direct, proximate and consequential damages.

ANSWER: Denied.

**COUNT FOUR –SECTION 13-514(1) OF
THE ILLINOIS PUBLIC UTILITIES ACT**

69. NTS repeats the allegations contained in Paragraphs 17 through 21; 22 through 25; 35 through 37; and 38 through 49 above, as though fully stated herein.

ANSWER: CenturyLink repeats its Answer to Paragraphs 17 through 21, 22 through 25, 35 through 37, and 38 through 49 above, as though fully set forth here.

70. Through CenturyLink's failures regarding: loop information; loop labeling; address discrepancy; and installation and repair delays, CenturyLink has unreasonably refused or delayed interconnection, or is providing inferior connections to NTS in violation of 13-514(1) of the Illinois Public Utilities Act, 220 ILCS 5/13-514(1).

ANSWER: Denied.

71. As a direct result of the foregoing violations of Section 13-514 of the PUA, NTS has suffered, and will continue to suffer direct, proximate and consequential damages.

ANSWER: Denied.

**COUNT FIVE –SECTION 13-514(2) OF
THE ILLINOIS PUBLIC UTILITIES ACT**

72. NTS repeats the allegations contained in Paragraphs 17 through 21; 22 through 25; 35 through 37; 38 through 49; and 50 through 53 above as though fully stated herein.

ANSWER: CenturyLink repeats its Answer to Paragraphs 17 through 21, 22 through 25, 35 through 37, 38 through 49, and 50 through 53 above, as though fully set forth here.

73. Through CenturyLink's failures regarding: loop information; loop labeling; address discrepancy; installation and repair delays; and power disruption, CenturyLink has unreasonably impaired the speed, quality or efficiency of services used by NTS in violation of Section 13-514(2) of the PUA, 220 ILCS 5/13-514(2).

ANSWER: Denied.

74. As a direct result of the foregoing violations of Section 13-514 of the PUA, NTS has suffered, and will continue to suffer direct, proximate and consequential damages.

ANSWER: Denied.

**COUNT SIX –SECTION 13-514(6) OF
THE ILLINOIS PUBLIC UTILITIES ACT**

75. NTS repeats the allegations contained in Paragraphs 17 through 21; 22 through 25; 35 through 37; 38 through 49; 50 through 53; 54 through 55; and 56 through 59 above as though fully stated herein.

ANSWER: CenturyLink repeats its Answer to Paragraphs 17 through 21, 22 through 25, 35 through 37, 38 through 49, 50 through 53, 54 through 55, and 56 through 59 above, as though fully set forth here.

76. Through CenturyLink's failures regarding: loop information; loop labeling; address discrepancy; installation and repair delays; power disruption; unfair marketing; and slamming, CenturyLink has unreasonably acted or failed to act in a manner that has had a substantial adverse affect on NTS' service abilities, in violation of Section 13-514(6) of the PUA, 220 ILCS 5/13-514(6).

ANSWER: Denied.

77. As a direct result of the foregoing violations of Section 13-514 of the PUA, NTS has suffered, and will continue to suffer direct, proximate and consequential damages.

ANSWER: Denied.

COUNT SEVEN-SECTION 13-514(8) OF THE ILLINOIS PUBLIC UTILITIES ACT

78. NTS repeats the allegations contained in Paragraphs 17 through 21; 22 through 25; 35 through 37; 38 through 49; 50 through 53; 54 through 55; and 56 through 59 above as though fully stated herein.

ANSWER: CenturyLink repeats its Answer to Paragraphs 17 through 21, 22 through 25, 35 through 37, 38 through 49, 50 through 53, 54 through 55, and 56 through 59 above, as though fully set forth here.

79. Through CenturyLink's failures regarding loop information, CenturyLink has violated Article 1 §31; Article 5 §2.1.3; Article 6 §2.2; and Article 6 §2.3 of the ICA between the parties. This violation delays, increases the cost, and impedes the availability of telecommunications services to consumers, in violation of Section 13-514(8) of the PUA, 220 ILCS 5/13-514(8).

ANSWER: Denied. By way of further answer, CenturyLink states that Article 1 does not contain a Section 31. Further, Article 5 §2.1.3 concerns the terms and conditions of interconnection, not unbundled loops, and NTS has made no factual allegations in the complaint that CenturyLink has failed to provide interconnection of sufficient quality or on terms that are just, reasonable and nondiscriminatory. NTS has not stated how it is that CenturyLink allegedly violated Article 6 §2.2; and Article 6 §2.3.

80. Through CenturyLink's failures regarding loop labeling, CenturyLink has violated Article 1 §31; Article 5 §2.1.3; Article 6 §2.2; and Article 6 §2.3 of the ICA between the parties. This violation delays, increases the cost, and impedes the availability of telecommunications services to consumers, in violation of Section 13-514(8) of the PUA, 220 ILCS 5/13-514(8).

ANSWER: Denied. CenturyLink affirmatively states that Article 1 does not contain a Section 31. Further, Article 5 §2.1.3 concerns the terms and conditions of interconnection, not unbundled loops, and NTS has made no factual allegations in the complaint that CenturyLink has failed to provide interconnection of sufficient quality or on terms that are just, reasonable and nondiscriminatory. NTS has not stated how it is that CenturyLink allegedly violated Article 6 §2.2; and Article 6 §2.3.

81. Through CenturyLink's failures regarding inaccurate billing and poor dispute resolution, CenturyLink has violated Article 1 §9.4 of the ICA between the parties. This violation delays, increases the cost, and impedes the availability of telecommunications services to consumers, in violation of Section 13-514(8) of the PUA, 220 ILCS 5/13-514(8).

ANSWER: Denied. CenturyLink further states that Article 1 does not contain a section 9.4.

82. Through CenturyLink's failures regarding address discrepancy, CenturyLink has violated Article 1 §31; Article 5 §2.1.3; Article 6 §2.2; and Article 6 §2.3 of the ICA between the parties. This violation delays, increases the cost, and impedes the availability of telecommunications services to consumers, in violation of Section 13-514(8) of the PUA, 220 ILCS 5/13-514(8).

ANSWER: Denied. CenturyLink affirmatively states that Article 1 does not contain a Section 31. Further, Article 5 §2.1.3 concerns the terms and conditions of interconnection, not unbundled loops, and NTS has made no factual allegations in the complaint that CenturyLink has failed to provide interconnection of sufficient quality or on terms that are just, reasonable and nondiscriminatory. NTS has not stated how it is that CenturyLink allegedly violated Article 6 §2.2; and Article 6 §2.3.

83. Through CenturyLink's failures regarding installation and repair delays, CenturyLink has violated Article 1 §31; Article 5 §2.1.3; Article 5 §2.4.1; Article 6 §2.2; Article 6 §2.3; Article 8 §1.0; Article 8 §2.5; and Article 10 §3.0 of the ICA between the parties. This violation delays, increases the cost, and impedes the availability of telecommunications services to consumers, in violation of Section 13-514(8) of the PUA, 220 ILCS 5/13-514(8).

ANSWER: Denied. CenturyLink affirmatively states that Article 1 does not contain a Section 31. Further, Article 5 §2.1.3 concerns the terms and conditions of interconnection, not unbundled loops, and NTS has made no factual allegations in the complaint that CenturyLink has failed to provide interconnection of sufficient quality or on terms that are just, reasonable and nondiscriminatory. Article 5 §2.4.1 addresses working cooperatively to exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the federal and state government and such other information as the Parties shall mutually agree) to install and maintain a reliable network. NTS has made no factual allegations in the complaint that CenturyLink has failed to provide information or agreed upon information required to comply with law enforcement and other security agencies of the federal and state government to install and maintain a reliable network. NTS has not stated how it is that CenturyLink allegedly violated Article 6 §2.2; and Article 6 §2.3. Article 8.1 states CenturyLink will provide maintenance and repair services to NTS that is equal in quality to that which CenturyTel provides to itself, any subsidiary, Affiliate or third party. NTS has made no

factual allegations in the complaint that CenturyLink provides itself, any subsidiary, Affiliate or third party any superior maintenance and repair services than it does to NTS. Article 8 §2.5 describes the circumstances in which CLEC is required to pay CenturyLink for dispatch of a technician and does not impose obligations on CenturyLink that CenturyLink could have violated. Finally, NTS has not alleged a violation of any Operational Support Systems (OSS) service standards imposed by the FCC or by the Commission and thus has failed to allege a violation of Article 10 §3.0 of the ICA between the parties.

84. Through CenturyLink's failures regarding power disruption, CenturyLink has violated Article 1 §31; Article 5 §2.1.3; Article 5 §2.4.1; Article 6 §2.2; and Article 6 §2.3 of the ICA between the parties. This violation delays, increases the cost, and impedes the availability of telecommunications services to consumers, in violation of Section 13-514(8) of the PUA, 220 ILCS 5/13-514(8).

ANSWER: Denied. CenturyLink affirmatively states that Article 1 does not contain a Section 31. Further, Article 5 §2.1.3 concerns the terms and conditions of interconnection, not unbundled loops, and NTS has made no factual allegations in the complaint that CenturyLink has failed to provide interconnection of sufficient quality or on terms that are just, reasonable and nondiscriminatory. Article 5 §2.4.1 addresses working cooperatively to exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the federal and state government and such other information as the Parties shall mutually agree) to install and maintain a reliable network. NTS has made no factual allegations in the complaint that CenturyLink has failed to provide information or agreed upon information required to comply with law enforcement and other security agencies of the federal and state government to install and maintain a reliable network. NTS has not stated how it is that CenturyLink allegedly violated Article 6 §2.2; and Article 6 §2.3.

85. Through CenturyLink's failures regarding unfair marketing, CenturyLink has violated Article 10 §14.1 of the ICA between the parties. This violation delays, increases the cost, and impedes the availability of telecommunications services to consumers, in violation of Section 13-514(8) of the PUA, 220 ILCS 5/13-514(8).

ANSWER: Denied. CenturyLink affirmatively states that Article 10 §14.1 of the ICA between the parties confers upon CenturyLink the right to access, use and disclose information related to CLEC End User Customers under certain circumstances, but does not impose any limits on the lawful use of such information. Accordingly, NTS has failed to allege a violation of Article 10 §14.1 of the ICA.

86. Through CenturyLink's failures regarding slamming, CenturyLink has violated Article 10 §14.1 of the ICA between the parties. This violation delays, increases the cost, and impedes the availability of telecommunications services to consumers, in violation of Section 13-514(8) of the PUA, 220 ILCS 5/13-514(8).

ANSWER: Denied. CenturyLink affirmatively states that Article 10 §14.1 of the ICA between the parties confers upon CenturyLink the right to access, use and disclose information related to CLEC End User Customers under certain circumstances, but does not impose any limits on the lawful use of such information. Accordingly, NTS has failed to allege a violation of Article 10 §14.1 of the ICA.

87. As a direct result of the foregoing violations of Section 13-514 of the PUA, NTS has suffered, and will continue to suffer direct, proximate and consequential damages.

ANSWER: Denied.

**COUNT EIGHT– SECTION 13-514(10) OF
THE ILLINOIS PUBLIC UTILITIES ACT**

88. NTS repeats the allegations contained in Paragraphs 17 through 21; 22 through 25; 35 through 37; and 38 through 49 above as though fully stated herein.

ANSWER: CenturyLink repeats its Answer to Paragraphs 17 through 21, 22 through 25, 35 through 37, and 38 through 49 above, as though fully set forth here.

89. Through CenturyLink's failures regarding: loop information; loop labeling; installation and repair delays; and address discrepancy, CenturyLink has unreasonably delayed and/or totally failed to offer network elements that the Commission and the Federal Communications Commission have determined must be offered on an unbundled basis in a manner consistent with the Commission's or Federal Communications Commission's orders or rules requiring such offerings, in violation of Section 13-514(10) of the PUA, 220 ILCS 5/13-514(10).

ANSWER: Denied.

90. As a direct result of the foregoing violations of Section 13-514 of the PUA, NTS has suffered, and will continue to suffer direct, proximate and consequential damages.

ANSWER: Denied.

**COUNT NINE–SECTION 13-514(11) OF
THE ILLINOIS PUBLIC UTILITIES ACT**

91. NTS repeats the allegations contained in Paragraphs 17 through 21; 22 through 25; 35 through 37; 38 through 49; 50 through 53; 54 through 55; and 56 through 59 above as though fully stated herein.

ANSWER: CenturyLink repeats its Answer to Paragraphs 17 through 21, 22 through 25, 35 through 37, 38 through 49, 50 through 53, 54 through 55, and 56 through 59 above, as though fully set forth here.

92. Through CenturyLink's failures regarding: loop information; loop labeling; address discrepancy; installation and repair delays; power disruption; unfair marketing; and slamming, CenturyLink has violated the terms of the ICA and therefore, has unreasonably violated its obligations imposed by Section 13-801.

ANSWER: Denied.

93. This conduct by CenturyLink thereby violates Section 13-514(11) of the PUA, 220 ILCS 5/13-514(11).

ANSWER: Denied.

94. As a direct result of the foregoing violations of Section 13-514 of the PUA, NTS has suffered, and will continue to suffer direct, proximate and consequential damages.

ANSWER: Denied.

**COUNT TEN-SECTION 13-514(11) OF
THE ILLINOIS PUBLIC UTILITIES ACT**

95. NTS repeats the allegations contained in Paragraphs 26 through 34 above as though fully stated therein.

ANSWER: CenturyLink repeats its Answer to Paragraphs 26 through 34 above, as though fully set forth here.

96. Through CenturyLink's failures regarding inaccurate billing and poor dispute resolution, CenturyLink has imposed nonrecurring charges that have not been authorized under the Commission's Order in ICC Docket No. 02-0864, thereby violating an order of the Commission regarding matters between telecommunications carriers, in violation of Section 13-514(12) of the PUA, 220 ILCS 5/13-514(12).

ANSWER: Denied.

97. As a direct result of the foregoing violations of Section 13-514 of the PUA, NTS has suffered, and will continue to suffer direct, proximate and consequential damages.

ANSWER: Denied.

**COUNT ELEVEN –SECTION 9-250
OF THE ILLINOIS PUBLIC UTILITIES ACT**

98. NTS repeats the allegations contained in Paragraphs 17 through 21; 22 through 25; 35 through 37; 38 through 49; 50 through 53; 54 through 55; and 56 through 59 above as though fully stated herein.

ANSWER: CenturyLink repeats its Answer to Paragraphs 17 through 21, 22 through 25, 35 through 37, 38 through 49, 50 through 53, 54 through 55, and 56 through 59 above, as though fully set forth here.

99. Section 9-250 of the Illinois Public Utilities Act provides that when “[t]he Commission shall have power . . . to investigate a single rate or other charge, classification, rule, regulation, contract or practice, or any number thereof, or the entire schedule or schedules of rates or other charges, classifications, rules, regulations, contracts and practices, or any thereof of any public utility, and to establish new rates or other charges, classifications, rules, regulations, contracts or practices or schedule or schedules, in lieu thereof.” 220 ILCS 5/9-250.

ANSWER: Admitted that paragraph 99 accurately quotes Section 9-250 of the Illinois Public Utilities Act.

100. The Commission has the authority to investigate the rates, charges, classifications, rules, regulations, contract and practice associated with CenturyLink’s services.

ANSWER: Admitted that the Commission has authority to set rates, charges, classifications, rules, regulations, contracts and practices associated with CenturyLink’s services to NTS in the context of a Section 251/252 arbitration. Otherwise, denied.

101. CenturyLink’s actions show practices that are a substantial and material violation of Section 9-250 of the Illinois Public Utilities Act in that they are unjust, unreasonable and discriminatory, and the Commission is authorized to investigate such practices.

ANSWER: Denied.

AFFIRMATIVE DEFENSES

1. NTS has failed to state a cause of action for which relief can be granted.

2. NTS's claims are precluded because NTS has failed to follow the dispute resolution provisions of the template ICA that governs CenturyLink's provision of service.

3. All or part of NTS's claims for damages are barred by applicable statute of limitations including, but not limited to, §220 ILCS 5/9-252 and §220 ILCS 5/9-252.1.

4. Some or all of NTS' claims are barred by laches.

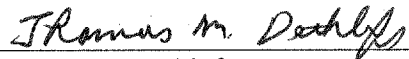
PARTIES

CenturyLink recognizes NTS' designation of representatives.

PRAYER FOR RELIEF

WHEREFORE, CenturyLink respectfully requests that the Commission deny the relief requested by NTS and dismiss the Amended Verified Formal Complaint of NTS with prejudice.

Respectfully submitted,



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**Attorneys for Gallatin River
Communications L.L.C. d/b/a CenturyLink**

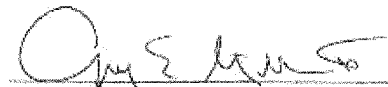
Dated: May 10, 2012

VERIFICATION

STATE OF LOUISIANA)
) SS
PARISH OF OUACHITA)

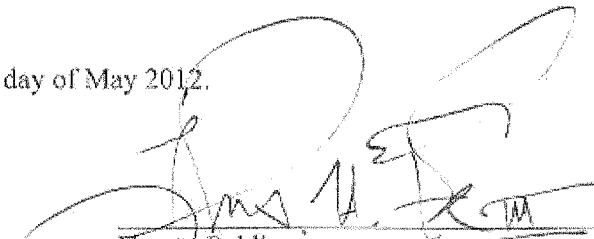
I, Guy Miller, Wholesale Staff Director in Wholesale Support for CenturyLink, upon
his oath being first duly sworn, declares as follows:

The statements in the foregoing Verified Answer To Amended Verified
Formal Complaint are true and correct to the best of my knowledge and belief.



Guy Miller

Subscribed and sworn before me this 10th day of May 2012.



Notary Public

[SEAL]

CERTIFICATE OF SERVICE

The undersigned attorney for Gallatin River Communications L.L.C. d/b/a CenturyLink hereby certifies that he caused copies of the attached VERIFIED ANSWER TO AMENDED VERIFIED FORMAL COMPLAINT to be served on each of the persons listed below in the manner indicated:

Kristopher E. Twomey
mailto:kris@lokt.net

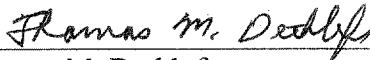
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